

Agreement No.: \_\_\_\_\_

Exhibit: \_\_\_\_\_

**STANDARD CLAUSES –  
INTERAGENCY AGREEMENTS**

**Audit Clause.** For Agreements in excess of \$10,000, the parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the Agreement. (Government Code Section 8546.7).

**Availability of Funds.** Work to be performed under this Agreement is subject to availability of funds through the State's normal budget process.

**Interagency Payment Clause.** For services provided under this Agreement, charges will be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

**Termination Clause.** Either State agency may terminate this Agreement upon thirty (30) days' advance written notice. The State agency providing the services shall be reimbursed for all reasonable expenses incurred up to the date of termination.

**Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

**Y2K Language.** The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant" For purposes of this Agreement, a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

**Software Copyright.** Where software usage is an essential element of performance under the contract, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for acquisition, operation or maintenance of computer software in violation of copyright laws.